

**NOTICE: THIS DOCUMENT
CONTAINS SENSITIVE DATA.**

22-4648-431

CAUSE NO. _____

JLR GLOBAL, LLC, JENNA RYAN	§	IN THE DISTRICT COURT
REALTY, LLC, JENNA RYAN REAL	§	
ESTATE. LLC, FIRST PLACE REAL	§	
ESTATE, SELFLOVEU, LLC, THE	§	
JENNA RYAN SHOW & DOTJENNA	§	
	§	_____ JUDICIAL DISTRICT
VS.	§	
	§	
PAYPAL HOLDING COMPANY	§	OF DENTON COUNTY, TEXAS

PLAINTIFFS' ORIGINAL PETITION

NOW COME Plaintiffs JLR Global, LLC, Jenna Ryan Realty, LLC, Jenna Ryan Real Estate, LLC, First Place Real Estate, SelfLoveU, LLC, The Jenna Ryan Show, and dotJenna, complaining of Defendant PayPal Holding Company, and for cause of action would show the Court the following:

Discovery Control Plan

1. As provided in Rule 190, Texas Rules of Civil Procedure, Plaintiffs intend to conduct discovery under Level 2.

Plaintiffs

2. This Petition is filed by Jenna Ryan, as Representative on behalf of JLR GLOBAL, LLC. Plaintiff's address is 2011 Lakeview Parkway, Flower Mound, TX 75028. The last three digits of her driver's license number are 991 and the last three digits of her Social Security number are 526.
3. This Petition is filed by Jenna Ryan, as Representative on behalf of Jenna Ryan Realty, LLC. Plaintiff's address is 2011 Lakeview Parkway, Flower Mound, TX 75028. The last three digits of her driver's license number are 991 and the last three digits of her Social

PLAINTIFFS' ORIGINAL PETITION

Page 1

Security number are 526.

4. This Petition is filed by Jenna Ryan, as Representative on behalf of Jenna Ryan Real Estate, LLC. Plaintiff's address is 2011 Lakeview Parkway, Flower Mound, TX 75028. The last three digits of her driver's license number are 991 and the last three digits of her Social Security number are 526.
5. This Petition is filed by Jenna Ryan, as Broker of Record on behalf of First Place Real Estate. Plaintiff's address is 6160 Warren Pkwy, Ste: 100, Frisco, TX 75034. The last three digits of her driver's license number are 991 and the last three digits of her Social Security number are 526.
6. This Petition is filed by Jenna Ryan, as Representative on behalf of SelfLoveU, LLC. Plaintiff's address is 2011 Lakeview Parkway, Flower Mound, TX 75028. The last three digits of her driver's license number are 991 and the last three digits of her Social Security number are 526.
7. This Petition is filed by The Jenna Ryan Show, Plaintiff, as a Sole Proprietor. Plaintiff's address is 6160 Warren Pkwy., Ste: 100, Frisco, TX 75034.
8. This Petition is filed by dotJenna, Plaintiff, is a Sole Proprietor. Plaintiff's address is 6160 Warren Pkwy., Ste: 100, Frisco, TX 75034.

Defendant

9. Defendant, PayPal Holding Company, is a Virginia corporation and may be served with process by serving Clayton Bernard EX, its registered agent, by the electronic filing system at 1215 Laurel Lane, Beverly Hills, California 90210.

10. This Court has jurisdiction over PayPal Holding Company because said Plaintiffs operate in Texas.

Venue

11. Venue is proper in this county in that Plaintiffs are registered in Denton County and does business in Denton County and venue cannot be established in any other county in Texas.

Jurisdiction

12. The damages sought in this suit are within the jurisdictional limits of the Court. As required by Rule 47, Texas Rules of Civil Procedure, Plaintiffs state that Plaintiffs seek monetary relief over \$1,000,000.

Notice of Claim

13. Plaintiffs delivered notice of this claim to PayPal Holding Company on May 27, 2022, advising PayPal Holding Company in reasonable detail, the specific complaint made the subject of this action and the amount and nature of the damages and expenses sought.

Facts

14. On or about the year 2008, Plaintiffs and PayPal Holding Company entered into a written contract ("the contract" herein). A copy of said contract was not provided to Plaintiffs as it was signed online and is in the Defendant's possession.
15. The actions of the Defendant have injured the Plaintiffs at their places of business in Denton County, Collin, Dallas, Tarrant Counties, throughout the United States and all over the world where Plaintiffs do business.
16. Plaintiff JLR Global, LLC has conducted various businesses for approximately four years. Defendant PayPal was well aware of such business and the value of reputation to the conduct of such business. (See Schedule Exhibit 14 attached hereto and a part hereof.)

17. Plaintiff Jenna Ryan Realty, LLC has conducted a Real Estate business for approximately nine years. Defendant PayPal was well aware of this business and the value of reputation to the conduct of such business. (See Schedule Exhibit 12 and 14 attached hereto and a part hereof.)
18. Plaintiff Jenna Ryan Real Estate, LLC has conducted a Real Estate business for approximately nine years. Defendant PayPal Holding Company was well aware of such business and the value of reputation to the conduct of such business. (See Schedule Exhibit 14 attached hereto and a part hereof.)
19. Plaintiff First Place Real Estate has conducted a Real Estate business for approximately two years. Defendant PayPal was well aware of her business and the value of reputation to the conduct of such business. (See Schedule Exhibit 14 attached hereto and a part hereof.)
20. Plaintiff SelfLoveU, LLC has conducted a Life Coaching business for approximately 10 years. Defendant PayPal was well aware of her business and the value of reputation to the conduct of such business. (See Schedule Exhibit 12, 14 and 16 attached hereto and a part hereof.)
21. Plaintiff "The Jenna Ryan Show" is a sole proprietorship in the entertainment industry and has conducted business for approximately five years. Defendant PayPal was well aware of such an entity and the damage misconduct would do to such business. (See Schedule Exhibit 14 attached hereto and a part hereof.)
22. Plaintiff "dotJenna" is a sole proprietorship in the social media industry and has conducted a social media business for approximately 18 years. Defendant PayPal Holding Company was well aware of such business and the value of reputation to the conduct of

such business. (See Schedule Exhibit 14 attached hereto and a part hereof.)

23. Defendant PayPal has been doing business with Plaintiffs for over 10 years. (See Exhibit 12 attached hereto and made a part hereof)

24. Defendant PayPal held itself out as protecting the privacy of its clients. (See Exhibit 13 attached hereto and made a part hereof)

25. On the 21st day of January, 2021, PayPal terminated the relationship with Plaintiffs. (See Exhibit 2 attached hereto and made a part hereof)

26. As set out below, Defendant harmed the Plaintiffs by closing their account and announcing the closure to the mass media, while also making false accusations against Plaintiffs and disclosing private information about Plaintiffs account that should have been protected and not released, pursuant to the contract of the parties as well as the policies of Defendant. (See Schedule Exhibits 1-7 and 13 attached hereto and made a part hereof)

27. PayPal gave the following reasons for terminating the relationships with Plaintiffs:

- a. Violation of PayPal's policies. . (See Schedule Exhibit 2 attached hereto and made a part hereto)
- b. According to media reports, Defendant's spokesperson alleged that Plaintiffs were using funds for something other than legal defense. (See Schedule Exhibits 4 and 7 attached hereto and made a part hereto)

28. Thirty minutes (or less) after Defendant notified Plaintiffs' that Defendants canceled Plaintiffs' account, Defendant's agent, Kim Eichorn, contacted media to inform them that Plaintiffs account had been closed in violation of the contract. (See Schedule Exhibit

- 6 attached hereto and made a part hereto)
29. PayPal's misconduct destroyed Business Plaintiffs by immediately conveying negative and false information to tens of millions of people through mainstream media outlets including but not limited to CBS News, CNET, The Daily Beast, and The Hill. (See Schedule Exhibit 7 attached hereto and a part hereof.)
30. The breach of contract and disclosure of the private business information of Plaintiffs by Defendant enraged mobs of people who in turn attacked Plaintiffs by phone, text, email, regular mail, and on social media with extreme threats of physical violence, death threats and demanding their businesses be closed. (See Schedule Exhibit 10 attached hereto and a part hereof.)
31. Defendant's breach of Plaintiffs private business financial matters caused Plaintiffs to experience widespread vitriol from millions of people who were falsely accusing Plaintiffs of being crooks, incompetent, idiots and con artists, among other salacious titles. (See Schedule Exhibit 9 and 10 attached hereto and a part hereof.)
32. The disclosure of private business information of Plaintiffs by Defendant led to over 28 mainstream media headlines in the United States alone, and was repeated on countless news broadcasts over and over in the US, abroad and all over the world. (See Schedule Exhibit 7 attached hereto and a part hereof.)
33. Defendant PayPal's agent communicated to third parties unauthorized information, which within one hour (See Schedule Exhibit 5 attached hereto and a part hereof.) became worldwide news, and such news was extremely damaging to the reputation and business interests of the Plaintiffs. (See Schedule Exhibit 8, 9 and 10 attached hereto and a part hereof.)

34. Defendant's breach of contract, led to a "cancellation" of Plaintiffs who were deplatformed from many social media outlets due to the accusations and media storm caused by said breach. (See Schedule Exhibit 8 attached hereto and a part hereof.)
35. In some cases, the damage was so severe that it put the entity out of business.
36. Plaintiffs experience daily and continuing damages. (See Schedule Exhibit 12 attached hereto and a part hereof.)
37. Defendant PayPal's agent/employee holds the title of "Director, Corporate Affairs - Reputation Management at PayPal" and knew that her conduct would irreparably damage the Plaintiffs.
- a. The original contract was signed before 2008, Defendant has a copy of this contract, but was not sent to Plaintiffs.
 - b. Plaintiffs have performed all obligations under the contract.
 - c. All conditions precedent to the performance by Defendant have been met.
 - d. As a consequence of the breach of contract, Plaintiff has suffered damages.

Breach of Contract

38. The elements of Defendant PayPal's Breach of Contract are as follows:
- a. In violation of the contract to protect the privacy of Plaintiffs' private data, Defendant PayPal released unauthorized information about Plaintiffs to the mass media falsely accusing Plaintiffs of wrongdoing.
 - b. Defendant shared Plaintiffs' private information publicly.
 - c. The actions of Defendant violated the contract of the parties.
 - d. After Defendant breached the contract by sharing said information about Plaintiffs, said information became public headline news around the world within one hour.

- e. Such breach of contract and release of private information caused severe damages to Plaintiffs.

Restitution

39. Plaintiffs delivered valuable goods or services to Defendant which resulted in an unconscionable unjust enrichment to Defendant. Plaintiffs therefore ask for a judgment of restitution in equity against Defendant.

Exemplary Damages

40. The conduct of Defendant as described above constituted breach of contract, fraud, malice and gross negligence.
41. Plaintiffs seek exemplary damages as provided in Section 41.003, Texas Civil Practice and Remedies Code, for which Plaintiffs request judgment.

Noneconomic Damages

42. As a result of Defendant's conduct, Plaintiffs suffered noneconomic damages as defined in Section 41.001, Texas Civil Practice and Remedies Code, for which Plaintiffs request judgment.

Economic Damages

43. As a result of Defendant's conduct, Plaintiffs suffered economic damages as defined in Section 41.001, Texas Civil Practice and Remedies Code, for which Plaintiffs request judgment.

Attorneys Fees and Costs

44. Plaintiffs request judgment for reasonable attorney's fees and costs under Sections 37.009 and Chapter 38, Texas Civil Practice and Remedies Code.

Alternative Pleadings

As provided in Rule 48, Texas Rules of Civil Procedure, claims for relief made in this petition are presented in the alternative when necessary to preserve such claim.

Jury Demand

45. Plaintiffs hereby request a jury trial.

Initial Disclosures

46. As provided in Rule 194, Texas Rules of Civil Procedure, required Initial Disclosures of all items listed in Rule 194.2 must be made at or within 30 days after the filing of the first answer unless a different time is set by the parties' agreement or court order.

Prayer

Plaintiffs pray that citation be issued commanding Defendant to appear and answer herein and that Plaintiffs be awarded judgment against Defendant for actual damages, pre-judgment interest, post-judgment interest, costs of Court and for all other relief to which Plaintiffs are entitled both in equity and at law.

Respectfully submitted,

Law Offices of Mark Lieberman
1704 Pine Hills Lane
Corinth, TX 76210
State Bar of Texas # 12332520
Phone: 817/905-3772
Fax: 469/385-8823
Email: mjc358@hotmail.com



Attorney for: Plaintiffs

Mark J Lieberman
Attorney at Law

1704 Pine Hills Lane
Corinth, Texas 76210

P: 817-905-3772
mjc358@hotmail.com

June 3, 2022

Rob Vartabedian, Partner
ALSTON & BIRD
301 Commerce St., Ste: 3635
Fort Worth, TX 76102
Rob.Vartabedian@alston.com

Alix Allison
ALSTON & BIRD
301 Commerce St., Ste: 3635
Fort Worth, TX 76102
Alix.Allison@alston.com

Re: Jenna Ryan, et al vs. PayPal

Dear Rob & Alix,

Per our conversation, we have drafted the final petition for breach of contract by the entities and by Jenna Ryan, against PayPal Holding Company. We are also working on lawsuits against those who took my client's private information from PayPal and committed business disparagement against the Plaintiff entities and my client.

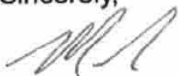
You have not responded to our offer to settle for \$5,000,000, which frankly, is a very low number considering the damage caused by PayPal's breach of contract.

We have already sent you the Exhibits which support the petition, and clearly indicate the wrongful conduct of your client. And since you have not responded at all, it appears that it will be necessary to file the case against PayPal and separate suits against the other defendants.

I will be meeting with my paralegal to have this case filed promptly.

I do appreciate our meeting in an attempt to settle the case.

Sincerely,



Mark Lieberman